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Attorneys for Creditor BERRY PETROLEUM  
COMPANY, LLC

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

In re:  
  
PG&E CORPORATION,  
  
Debtor.

Case No. 19-30088  
19-30089

Chapter 11

In re:  
  
PACIFIC GAS AND ELECTRIC COMPANY,  
  
Debtor.

**RESERVATION OF RIGHTS WITH  
RESPECT TO DEBTORS' CUSTOMER  
PROGRAMS MOTION**

Date: January 31, 2019  
Time: 10:00 a.m.  
Place: 450 Golden Gate Ave., 16th Floor  
San Francisco, CA 94102

1 Creditor and party-in-interest BERRY PETROLEUM COMPANY, LLC (“Berry”)  
2 respectfully submits the following Reservation of Rights with respect to the *Motion of Debtors*  
3 *Pursuant to 11 U.S.C. §§ 105(a), 363(b), and 507(a)(7) and Fed. R. Bankr. P. 6003 and 6004 for*  
4 *Interim and Final Orders (I) Authorizing Debtors to (A) Maintain and Administer Customer*  
5 *Programs, Including Public Purpose Programs, and (B) Honor any Prepetition Obligations*  
6 *Relating Thereto; and (II) Authorizing Financial Institutions to Honor and Process Related*  
7 *Checks and Transfers* (the “Customer Programs Motion”) [Dkt. No. 16], and in support thereof  
8 states as follows:

9 On January 29, 2019, the above-captioned Debtors (the “Debtors”) filed voluntary chapter  
10 11 petitions and seventeen first-day motions, including the Customer Programs Motion. The  
11 Customer Programs Motion seeks authority for the Debtors to maintain and administer certain  
12 Customer Programs, including certain Deposit and Reimbursement Programs (each as defined  
13 therein). The Deposit and Reimbursement Programs concern, among other things, Security  
14 Deposit Programs which have been approved by the CPUC and have the effect of state law.  
15 Pursuant to that program, the Debtors, in the ordinary course of their business, refund such  
16 deposits upon the occurrence of certain enumerated conditions.

17 Prior to the commencement of these chapter 11 cases, on May 11, 2016, Berry filed its  
18 own chapter 11 petition in the United States Bankruptcy Court for the Southern District of Texas,  
19 Case No. 16-60040 (DRJ). As part of Berry’s bankruptcy case, Berry provided the Debtors with  
20 a security deposit in respect of certain utility accounts in the amount of \$1,647,900 pursuant to a  
21 May 13, 2016 Order [Bankr. S.D. Tex. Case No. 16-60040, Dkt. No. 85], attached hereto as  
22 **Exhibit A**. The May 13, 2016 Order provides that the security deposit “shall be returned to  
23 [Berry] on the earlier of (a) reconciliation and payment by [Berry] of [PG&E]’s final invoice in  
24 accordance with applicable nonbankruptcy law following [Berry’s] termination of Utility  
25 Services from [PG&E] and (b) the effective date of any chapter 11 plan confirmed in [Berry’s]  
26 chapter 11 cases.”

27 The Effective Date of Berry’s chapter 11 plan occurred on February 28, 2017. To date  
28 and despite requests by Berry pre-petition, the Debtors continue to hold the above-referenced

1 security deposit. It is unclear from the Customer Programs Motion whether or not the utility  
2 deposit that the Debtors currently hold from Berry from its prior bankruptcy case is part of the  
3 Security Deposit Program.

4 In any event, and out of an abundance of caution, Berry files this notice reserving all  
5 rights to seek the return and/or refund of its security deposit in full whether under the Security  
6 Deposit Programs or pursuant to the May 13, 2016 Order. Berry further reserves all rights to  
7 object to the Customer Programs Motion on any grounds at the final hearing.

8 Dated: January 31, 2019

Respectfully submitted:

9 NORTON ROSE FULBRIGHT US LLP

10  
11 By: /s/ Rebecca J. Winthrop  
12 Rebecca J. Winthrop  
13 Attorney for Creditor BERRY PETROLEUM  
14 COMPANY, LLC  
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